

CIVIL ACTION COVER SHEET		DOCKET NO.(S) <div style="font-size: 24pt; font-weight: bold;">03 02300</div>	Trial Court of Massachusetts Superior Court Department County: <u>Norfolk</u>
PLAINTIFF(S) Norman A. Edminster		DEFENDANT(S) Stone & Webster, Inc.	
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Jonathan R. Black 99 Derby St., Suite 200 Hingham, MA 02043 781-556-1010		ATTORNEY (if known) <div style="font-size: 48pt; font-weight: bold; text-align: center;">B</div>	
Word of Bar Overlooked BBO # 044340		Origin code and track designation <input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X) <input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X) <input type="checkbox"/> 6. E10 Summary Process Appeal (X)	
Place an x in one box only: <input checked="" type="checkbox"/> 1. F01 Original Complaint <input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F) <input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)			
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) IS THIS A JURY CASE?			
CODE NO. B22	TYPE OF ACTION (specify) Age Discrimination (F)	TRACK (<input checked="" type="checkbox"/>) Yes () No	
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.			
TORT CLAIMS (Attach additional sheets as necessary)			
Documented medical expenses to date:			
1. Total hospital expenses			\$
2. Total Doctor expenses			\$
3. Total chiropractic expenses			\$
4. Total physical therapy expenses			\$
5. Total other expenses (describe)			\$
Subtotal			\$
Documented lost wages and compensation to date			\$
Documented property damages to date			\$
Reasonably anticipated future medical and hospital expenses			\$ 58,000
Reasonably anticipated lost wages			\$
Other documented items of damages (describe)			\$
Compensatory, multiple and/or punitive; attorneys' fees and costs			\$
Brief description of plaintiff's injury, including nature and extent of injury (describe)			\$
Wrongful termination and age discrimination.			\$
TOTAL			\$ 58,000+
CONTRACT CLAIMS (Attach additional sheets as necessary)			
Provide a detailed description of claim(s):			
Attest: <i>[Signature]</i> Deputy Assistant Clerk 3/9/04			TOTAL \$
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT			
"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."			
Signature of Attorney of Record <i>[Signature]</i>			DATE: <u>12/18/03</u>

Commonwealth of Massachusetts
NORFOLK SUPERIOR COURT
Case Summary
Civil Docket

NOCV2003-02309
Edminster v Stone & Webster Inc

File Date	12/19/2003	Status	Disposed: transfered to other court (dtrans)
Status Date	03/09/2004	Session	B - Civil B
Origin	1	Case Type	B22 - Employment Discrimination
Lead Case		Track	F

Service	03/18/2004	Answer	05/17/2004	Rule 12/19/20	05/17/2004
Rule 15	05/17/2004	Discovery	10/14/2004	Rule 56	11/13/2004
Final PTC	12/13/2004	Disposition	02/11/2005	Jury Trial	Yes

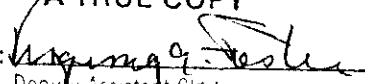
PARTIES

Plaintiff Norman A Edminster Active 12/19/2003	Private Counsel 044340 Jonathan R Black 99 Derby Street suite 200 Hingham, MA 02043 Phone: 781-556-1010 Active 12/19/2003 Notify
Defendant Stone & Webster Inc Service pending 12/19/2003	

ENTRIES

Date	Paper	Text
12/19/2003	1.0	Complaint entry fee \$275 plff jury claim
12/19/2003		Origin 1, Type B22, Track F.
12/19/2003	2.0	Civil action cover sheet filed
12/19/2003		fast track notice sent to plffs attorney
12/29/2003		ONE TRIAL review by Clerk, Case is to remain in the Superior Court
03/09/2004	3.0	Case REMOVED this date to US District Court of Massachusetts

EVENTS

A TRUE COPY
Attest: 
Deputy Assistant Clerk
3/9/04

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

**SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.**

03 02309

**NORMAN A. EDMINSTER)
Plaintiff)**

v.)

**STONE & WEBSTER, INC.)
Defendant)**

COMPLAINT

RECEIVED & FILED
CLERK OF SUPERIOR COURT
NORFOLK COUNTY
2/16/03

Now comes the Plaintiff in this action, Norman A. Edminster, who states and avers the following as his Complaint:

NATURE OF ACTION

1. This is an action for wrongful termination and age discrimination in violation of Gen. Laws c. 151B.
2. Plaintiff filed a Charge of Discrimination with the Massachusetts Commission Against Discrimination ("MCAD") on September 27, 2002 and withdrew the Charge on October 9, 2003, thus this Complaint is properly before this Court.

PARTIES

3. Plaintiff, Norman A. Edminster, is an individual who resides at 12 Fox Road, Plymouth, MA.
4. Defendant, Stone & Webster, Inc., is a Louisiana corporation registered to do business in the Commonwealth of Massachusetts with a business location at 100 Technology Center Drive, Stoughton, MA.

JURISDICTION

5. This Court has jurisdiction over the Defendant pursuant to Gen. Laws c. 223A, ss 2 and 3(a)-(f).

FACTS

6. Plaintiff was hired by Defendant as a Senior Expediter on a fulltime basis in the Stoughton, MA Procurement Department starting on November 13, 2000.
7. Plaintiff was 51 years old at the time of hire and was not told that he would be a "project" employee or that his work would be limited to any specific project by Defendant.
8. Plaintiff's job duties required him to work on several projects for Defendant and to hire and train staff for the Procurement Department.
9. Plaintiff performed his job duties in an exemplary manner during his employment with Defendant and received a favorable annual performance review and a merit pay increase during his first year of employment.
10. On or about July 15, 2002, Plaintiff was asked by Mr. Michael Mulcahy, Plaintiff's supervisor, to terminate Mr. Jeff Rapp, who worked for Plaintiff in the Stoughton Procurement Department.
11. Mr. Rapp was over 40 years old and Plaintiff asked Mr. Mulcahy if any of the younger Expeditors (Messrs. Erik Green, Geoff Cunningham, Bruce Lamb) or other younger employees in the Department were also slated for termination.
12. Mr. Mulcahy told Plaintiff that the younger Expeditors were "the future" of Stone & Webster, were "protected" and that the Defendant would do "everything it could" to keep the younger Expeditors employed.
13. On or about August 1, 2002, Mr. Mulcahy called Plaintiff into his office and inquired as to whether Plaintiff was still making college tuition payments for his children and whether Plaintiff's wife was still working.
14. At this meeting, Plaintiff inquired of Mr. Mulcahy whether he was planning to terminate Plaintiff, to which Mr. Mulcahy responded that he did not know, but that he wanted to know Plaintiff's personal situation.
15. On August 8, Plaintiff was terminated by his employer, Mr. Mulcahy.
16. At the time of Plaintiff's termination, and during a short period of time thereafter, Defendant terminated eleven (11) employees in the Procurement Department, all over the age of 40, while none of the younger Expeditors were terminated.
17. Plaintiff believes, and therefore alleges, that Defendant offered job transfers and new job assignments to the younger Expeditors and to at least one other younger employee in the Procurement Department and did not offer these job

opportunities or transfers to the more experienced, older employees in the Procurement Department, including Plaintiff.

18. Defendant Stone & Webster treated younger employees preferentially to the detriment of older, protected workers, including Plaintiff.
19. Defendant Stone & Webster articulated its preference for retaining younger employees to Plaintiff and acted in accordance with its announced plan to do "everything it could" to retain the younger workers, including terminating older employees in the Procurement Department.
20. Defendant Stone & Webster wrongfully and unlawfully terminated Plaintiff and discriminated against Plaintiff on the basis of his age.

COUNT ONE-WRONGFUL TERMINATION

21. Plaintiff restates each allegations in Paragraphs 1-20 as if fully set forth herein.
22. Defendant wrongfully and unlawfully terminated Plaintiff's employment on the basis of his age by favoring younger and less experienced employees in the Procurement Department for job assignments and job transfers in violation of Gen. Laws c. 151B.

COUNT TWO-AGE DISCRIMINATION

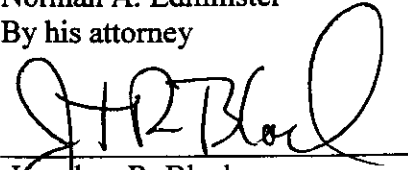
23. Plaintiff restates and reasserts each and every allegation in Paragraphs 1-22 as if fully set forth herein.
24. Defendant unlawfully discriminated against Plaintiff on the basis of his age by terminating his employment and by favoring younger and less experienced employees for job assignments, job transfers and job retention in violation of Gen. Laws c. 151B.

Wherefore, Plaintiff prays that this Court:

1. Enter judgment against Defendant for wrongful termination and age discrimination.
2. Reinstate Plaintiff to his former position as Senior Expediter.
3. Award Plaintiff all monies and benefits lost due to his termination and future pay.
4. Award Plaintiff compensatory, multiple and/or punitive damages.
5. Award Plaintiff his costs in this action and the MCAD action, including reasonable attorneys' fees and other costs, plus interest.
6. Provide other relief to Plaintiff as it deems appropriate and just.

PLAINTIFF REQUESTS A JURY TRIAL.

Norman A. Edminster
By his attorney

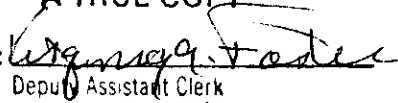


Jonathan R. Black
BBC# 044340
99 Derby Street, Suite 200
Hingham, MA 02043
781-556-1010

Dated: December 18, 2003

A TRUE COPY

Attest:


Deputy Assistant Clerk

3/9/04

3.0

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

SUPERIOR COURT DEPT.
OF THE TRIAL COURT

NORMAN A. EDMINSTER,
Plaintiff,

v.

STONE & WEBSTER, INC.,
Defendant.

CIVIL ACTION
NO. 03-02309

RECEIVED & FILED
3/9/04
CLERK OF THE COURTS
NORFOLK COUNTY

NOTICE OF FILING OF NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§1441, *et seq.*, defendant Stone & Webster, Inc. hereby gives notice that it filed on this day a Notice of Removal with the United States District Court for the District of Massachusetts and thereby removed this civil action to that court. A certified copy of the Notice of Removal that Stone & Webster filed with the United States District Court is attached as Exhibit 1.

Respectfully submitted,

STONE & WEBSTER, INC.,

By its attorneys,

Kevin P. Sweeney

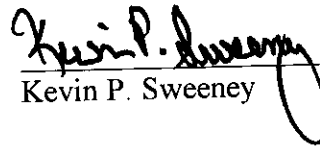
Paul J. Murphy, BBO #363490
Kevin P. Sweeney, BBO #548761
Menard, Murphy & Walsh LLP
60 State Street - 34th Floor
Boston, Massachusetts 02109
(617) 832-2500

Dated: March 8, 2004

A TRUE COPY
Attest: *W. J. Sweeney*
Deputy Ass'tant Clerk
3/9/04

CERTIFICATE OF SERVICE

I, Kevin P. Sweeney, hereby certify that on this 8th day of March 2004, I caused a copy of **NOTICE OF FILING OF NOTICE OF REMOVAL** to be served by overnight mail addressed to Jonathan R. Black, Esquire, 99 Derby Street, Hingham, Massachusetts 02043.


Kevin P. Sweeney

COPY

CONFIDENTIAL

CONFIDENTIAL

V.

Civil Action No.

STONE & WEBSTER, INC.,
Defendant.

04^{CV} 10466 DPW

To the Honorable Judges of the United States District Court for the District of Massachusetts.

Petitioner Stone & Webster, Inc. (“Stone & Webster”), the defendant in the above-captioned action, states:

1. This action was commenced in the Trial Court of Massachusetts, Superior Court Department, Norfolk County (the "Superior Court"), Civil Action No. 03-02309, and is now pending in that court. Process was served upon an agent of defendant Stone & Webster on February 17, 2004.

2. Stone & Webster desires to exercise its rights under the provisions of 28 U.S.C. §§1441, *et seq.*, to remove this action from the Superior Court.

3. This is an action in which the District Courts of the United States have original jurisdiction under the provisions of 28 U.S.C. §1332 in that it is a civil action between citizens of different states wherein the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

a. Plaintiff Norman A. Edminster alleges that at the time of the commencement of this action he was, and, on information and belief still is, a citizen of the Commonwealth of Massachusetts.

b. Stone & Webster at the time of the commencement of this action was, and still is, a corporation duly created and organized by and under the laws of the State of Louisiana with its principal place of business located in Baton Rouge, Louisiana. Stone & Webster at the time of the commencement of this action was, and still is, a citizen of the State of Louisiana.

c. The amount in controversy in this action exceeds \$75,000.00, as the plaintiff seeks to recover \$58,000 in lost wages plus unspecified additional "compensatory, multiple and/or punitive" damages and attorneys' fees caused by Stone & Webster's alleged wrongful termination of plaintiff's employment and its alleged age discrimination under M.G.L. c.151B.

4. Pursuant to 28 U.S.C. §1446(d), a true and accurate copy of this Notice of Removal is being filed with the Superior Court.

5. Pursuant to LR, D. Mass. 81.1 of the Local Rules of the United States District Court for the District of Massachusetts, within thirty days of the filing of this Notice of Removal, Stone & Webster will file in this Court certified or attested copies of the summons and complaint and docket entries in the Superior Court Department of the Trial Court of Norfolk County, Massachusetts.

6. Stone & Webster attaches hereto as Exhibit 1 and makes a part of this petition true and accurate copies of the pleadings and process served upon it in this action.

7. Stone & Webster reserves the right to amend or supplement this Notice of Removal.

WHEREFORE, Stone & Webster hereby removes the action now pending against it in the Trial Court of Massachusetts, Superior Court Department, Norfolk County, Civil Action No. 03-02309, to this Court.

Respectfully submitted,

STONE & WEBSTER, INC.

By its attorneys,

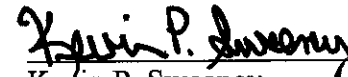


Paul J. Murphy, BBO #863490
Kevin P. Sweeney, BBO #548761
Menard, Murphy & Walsh LLP
60 State Street - 34th Floor
Boston, Massachusetts 02109
(617) 832-2500

Dated: March 8, 2004

CERTIFICATE OF SERVICE

I, Kevin P. Sweeney, hereby certify that on this 8th day of March 2004, I caused a copy of the above **NOTICE OF REMOVAL** to be served by overnight mail addressed to Jonathan R. Black, 99 Derby Street, Suite 200, Hingham, Massachusetts 02043 (attorney for plaintiff).



Kevin P. Sweeney

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

**SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.**

03 02309

**NORMAN A. EDMINSTER)
Plaintiff)**

v.)

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**STONE & WEBSTER, INC.)
Defendant)**

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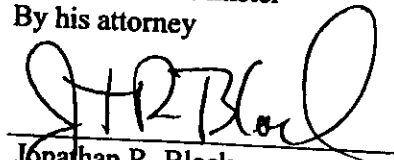
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2. Reinstate Plaintiff to his former position as Senior Expediter.
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5. Award Plaintiff his costs in this action and the MCAD action, including reasonable attorneys' fees and other costs, plus interest.
6. Provide other relief to Plaintiff as it deems appropriate and just.

PLAINTIFF REQUESTS A JURY TRIAL.

Norman A. Edminster
By his attorney

A handwritten signature in black ink, appearing to read "J R Black", written over a horizontal line.

Jonathan R. Black
BBO# 044340
99 Derby Street, Suite 200
Hingham, MA 02043
781-556-1010

Dated: December 18, 2003

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:-
TORT - MOTOR VEHICLE TORT - CONTRACT -
EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO. 03-02309

Norman A. Edminster
....., Plaintiff(s)

v.

Stone & Webster, Inc.
....., Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Jonathan R. Black, Esq.,
plaintiff's attorney, whose address is 99 Derby St., Ste 200, Hingham, MA 02043, an answer to the com-
plaint which is herewith served upon you, within 20 days after service of this summons upon you,
exclusive of the day of service. If you fail to do so, judgment by default will be taken against you
for the relief demanded in the complaint. You are also required to file your answer to the com-
plaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney
or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim
any claim which you may have against the plaintiff which arises out of the transaction or occur-
rence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making
such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Dedham the 19th

day of December, in the year of our Lord two thousand and three

2/17/04

Tracy D. Lemley Clerk.

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.
If a separate summons is used for each defendant, each should be addressed to the particular defendant.

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on _____, 20____, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5):

.....

.....

.....

Dated: _____, 20____

N. B. TO PROCESS SERVER:-

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

_____, 20____

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO.

Norman A. Edminster.....Plaintiff

v.

Stone & Webster, Inc., Defendant

SUMMONS

(Mass. R. Civ. P. 4)

82/E COTO

CIVIL ACTION COVER SHEET	DOCKET NO.(S) 03 02309	Trial Court of Massachusetts Superior Court Department County: <u>Norfolk</u>						
PLAINTIFF(S) Norman A. Edminster	DEFENDANT(S) Stone & Webster, Inc.							
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Jonathan R. Black 99 Derby St., Suite 200 Wilmington, MA 02043 781-556-1010 BBO # 044340	ATTORNEY (if known) 							
Origin code and track designation								
Place an x in one box only: <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> 1. F01 Original Complaint</td> <td><input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)</td> </tr> <tr> <td><input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)</td> <td><input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)</td> </tr> <tr> <td><input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)</td> <td><input type="checkbox"/> 6. E10 Summary Process Appeal (X)</td> </tr> </table>			<input checked="" type="checkbox"/> 1. F01 Original Complaint	<input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)	<input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)	<input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)	<input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)	<input type="checkbox"/> 6. E10 Summary Process Appeal (X)
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TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)								
CODE NO.	TYPE OF ACTION (specify)	TRACK IS THIS A JURY CASE?						
B22	Age Discrimination (F)	(<input checked="" type="checkbox"/>) Yes () No						
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.								
TORT CLAIMS								
(Attach additional sheets as necessary)								
Documented medical expenses to date:								
1. Total hospital expenses		\$						
2. Total Doctor expenses		\$						
3. Total chiropractic expenses		\$						
4. Total physical therapy expenses		\$						
5. Total other expenses (describe)		\$						
	Subtotal	\$						
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Documented property damages to date		\$						
Reasonably anticipated future medical and hospital expenses		\$						
Reasonably anticipated lost wages		\$58,000.....						
Other documented items of damages (describe)		\$						
Brief description of plaintiff's injury, including nature and extent of injury (describe) Compensatory, multiple and/or punitive; attorneys' fees and costs								
Wrongful termination and age discrimination.								
	TOTAL	\$58,000+.....						
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(Attach additional sheets as necessary)								
Provide a detailed description of claim(s):								
TOTAL \$								
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT								
*I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."								
Signature of Attorney of Record		DATE: <u>12/18/03</u>						